

CLERK OF THE CIRCUIT COURT

ALLEGANY COUNTY

STATE OF MARYLAND

# LAND RECORDS

CHATTEL AND MORTGAGE

HALL OF RECORDS COMMISSION

STATE OF MARYLAND

**J E B**

**305**

I hereby certify that the microphotographs appearing on this reel of film are exact copies of the land records of the Clerk of the Circuit Court for this County, State of Maryland.

These records are being microfilmed pursuant to Chapter 504, Acts of 1949, which requires the Clerks to file with the Commissioner of the Land Office microfilmed copies of the land records in lieu of the abstracts which were previously required.

These microfilms are being produced by the Hall of Records Commission, Records Management Division, (Chapter 436, Acts of 1953).

James C. Bond  
Clerk of Circuit Court

For Allegany County

Date September 22, 1954

**STATE OF MARYLAND**

Compared and *Devised*  
*to be signed*  
*by the City*

FILED AND RECORDED MAY 28<sup>th</sup> 1954 at 12:20 P.M.  
 DEED OF RELEASE

This Deed of Release executed this 25 day of May, 1954, by W. B. Woolf of the City of Keyser, Mineral County, West Virginia, Witnesseth:

That, whereas, Justin V. Adams was indebted to Dakin C. Morehouse in the amount of \$1,500.00, which indebtedness was evidenced by a certain negotiable promissory note dated the 9th day of August, 1952, signed by Justin V. Adams, in the amount of One Thousand Five Hundred Dollars (\$1,500.00), which indebtedness and note was described and secured in that certain mortgage dated the 9th day of August, 1952, executed by Justin V. Adams to Dakin C. Morehouse, which mortgage was recorded among the land records of Allegany County, Maryland, in mortgage volume 272 at page 256.

And, whereas, the said Dakin C. Morehouse did assign the aforesaid note and mortgage unto the said W. B. Woolf by a certain assignment bearing date the 19th day of August, 1952, and recorded among the land records of Allegany County in Mortgage Volume 291, at page 421.

Now, therefore, the said W. B. Woolf, for value received, doth hereby release, renounce and nullify the aforesaid mortgage which was assigned to him by the said Dakin C. Morehouse, and does acknowledge satisfaction in full of principal, interest and all other charges secured thereby, this 25 day of May, 1954.

Witness the following signature and seal

Witness

D. C. Boon

W. B. Woolf (Seal)

State of West Virginia,  
 County of Mineral, to-wit:

Acknowledged by W. B. Woolf, before the subscriber this 25 day of May, 1954.



Nancy Belle Hemphill  
 Notary Public

My commission expires Dec. 9, 1963

Compared and Mailed *vacating*  
To *Mtge Frostburg Md*  
*June 7 1954*

LIBRARY 305 PAGE 2

FILED AND RECORDED MAY 28<sup>th</sup> 1954 at 11:00 A.M.,  
PURCHASE MONEY

**This Mortgage.** Made this 25<sup>th</sup>. day of May in the year  
Nineteen Hundred and Fifty four by and between

CHARLES L. FROST AND LORNA A. FROST, his wife,

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of THREE THOUSAND TWO HUNDRED AND NO/100 ----- Dollars

( \$ 3,200.00 ) with interest at the rate of six per centum ( 6 % ) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

Sixty-one ----- \$7/00 Dollars,

( \$ 61.87 ) commencing on the 25<sup>th</sup>. day of June, 1954, and on the 25<sup>th</sup>. day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 25<sup>th</sup>, day of May, 1959. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part -

do hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL that lot, piece or parcel of ground lying and being in Allegany County, Maryland, situated on the Northerly side of Armstrong Avenue in the Town of Frostburg, known and distinguished as part of Lot No. 17 of Hitchin's Second Addition to the Town of Frostburg, a plat of which Addition is of record among the Land Records of Allegany County, Maryland, in Liber No. 107, folio 745, said part of said Lot. No. 17 being more particularly described as follows:

BEGINNING for the same on the Northerly side of Armstrong Avenue at a point North sixty-seven degrees East sixty feet from the intersection of Centennial Avenue and Armstrong Avenue and running thence with the Northerly side of Armstrong Avenue North sixty-seven degrees East seventy feet to a fifteen foot alley, thence with said alley, North twenty-four degrees West sixty feet to the division line between Lots Nos. 16 and 17 of said Addition, thence with said division line South sixty-seven degrees West seventy feet, thence running across the whole of Lot No. 17, South twenty-four degrees East sixty feet to the place of beginning.

BEING the same property which was conveyed unto Melvin O. Robison, by deed from Richard F. Robison, widower, dated March 9, 1954, and recorded in Liber No. 256, folio 580, one of the Land Records of Allegany County, Maryland.

BEING also the same property which was conveyed to the said Charles L. Frost and Lorna A. Frost, his wife, by deed from the said Melvin O. Robison, et ux, of even date herewith, which is intended to be recorded among said Land Records simultaneously with this mortgage which is executed to secure a part of the purchase price of the above described property and is, in whole, a PURCHASE MONEY MORTGAGE.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

THREE THOUSAND TWO HUNDRED AND NO/100

( \$ 3,200.00 ) Dollars

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard

to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

*Ralph M. Race*  
Ralph M. Race

*Charles L. Frost* (SEAL)  
CHARLES L. FROST

(SEAL)

*Ralph M. Race*  
Ralph M. Race

*Lorna A. Frost* (SEAL)  
LORNA A. FROST

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 25th. day of May in the year Nineteen Hundred and Fifty four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

CHARLES L. FROST AND LORNA A. FROST, his wife

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared *G. Alvin Kreiling* Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said *G. Alvin Kreiling* did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year above written.



*Ralph M. Race*  
Ralph M. Race Notary Public



Comptroller of the Treasury  
 T. Amos L. Wilson, Atty  
 Liberty in Maryland  
 June 7, 1954

FILED AND RECORDED MAY 28<sup>th</sup> 1954 at 11:20 A.M.

**This Mortgage,** Made this 17<sup>th</sup> day of May  
 in the year Nineteen Hundred and Fifty Four, by and between

Dayton V. May and Pearl J. May, his wife

of Allegany County, in the State of Maryland

parties of the first part, and

William A. Bowman and Betty Jane Bowman, his wife

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

**Whereas,**

The parties of the first part are now indebted unto the parties of the second part in the full and just sum of \$800.00 (Eight Hundred Dollars), this day loaned the parties of the first part by the parties of the second part, which principal sum with interest at the rate of Five and one-half Per Centum (5½%) Per Annum, is to be paid by the parties of the first part to the parties of the second part within ten years (10) from the date of these presents, and the interest to be paid and computed every six months (6) hereafter, until the amount of principal and interest is fully paid.

The amount herein secured being in part purchase money for the property hereafter described, and is, therefore, a purchase money mortgage.

**Now Therefore,** in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

Parcel No. 1:

BEGINNING at a Twin White Oak, six notches standing on the West side of the County Road and running thence by magnetic meridian as of May, 1948 and horizontal measurements with the side of the road; (1) North 16 degrees 30 minutes East 206.0 feet crossing the Old County Road to an iron stake driven in the edge of the road and on the North side of the entrance to this lot; thence leaving the road (2) North 64 degrees 30 minutes West 587.0 feet to a stake and stones; (3) South 16 degrees 30 minutes West 206.0 feet to a stake and stones; (4) South 16 degrees 30 minutes East 587.0 feet to the beginning, containing 2.74 acres, more or less.



It being the same property which was conveyed unto the parties of the first part by the parties of the second part, by a deed dated the 27<sup>th</sup> day of May, 1954, and recorded among the Land Records of Allegany County, Maryland. Reference to said deed is hereby made.

Parcel No. 2:

All that lot or parcel of land beginning at the beginning of the lot of ground conveyed to the Board of County School Commissioners by Emily Wenrick by deed dated March 17, 1900, recorded in Liber No. 53, folio 551, one of the Land Records of Allegany County, and running then with the South side of the said highway South 07 degrees 10 minutes East 50 feet, then South 23 degrees 30 minutes East to the North edge of Flintstone Creek and with it to the first line of the aforesaid deed, and with said first line reversed North 23 degrees 30 minutes East to the beginning. The intention is to convey a strip 50 feet wide from the said highway to the said Flintstone Creek along the said first line of the said School Lot.

It being the same property which was conveyed unto the party of the first part by Richard Guy Bucy and Jetta Mae Bucy, his wife, by a deed dated the 31st day of March, 1952, and recorded in Liber No. 239, folio 547, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Dayton V. May and Pearl J. May, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said William A. Bowman and Betty Jane Bowman, his wife, their executor, administrator or assigns, the aforesaid sum of Eight Hundred Dollars, (\$800.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or William L. Wilson his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or their heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least

Eight hundred Dollars, (\$800.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest:

*Shirley A. Michaels* [SEAL]  
Dayton V. May  
Pearl J. May [SEAL]  
Pearl J. May [SEAL]

State of Maryland.  
Allegany County, to-wit:

I hereby certify. That on this 27<sup>th</sup> day of May, in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Dayton V. May and Pearl J. May, his wife and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared William A. Bowman and Betty Jane Bowman, his wife, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

*William L. Williams*

Notary Public



Compared and ~~read~~ Delivered &  
To Geo. H. Legg, Atty. Gen.  
June 7, 1954

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FILED AND RECORDED MAY 28<sup>th</sup> 1954 at 12:30 P.M.

**This Mortgage,** Made this 27<sup>th</sup> day of May in the  
year Nineteen Hundred and ~~Forty~~ Fifty-four by and between

Howard C. Hersh and Shirley A. Hersh, his wife,

of Allegany County, in the State of Maryland

part ies of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of

Forty-five Hundred & 00/100 - - - - - (\$4,500.00) - - - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-six & 77/100 - - - - - (\$36.77) - - - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground-rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being in

Allegany County, Maryland, and known as Lots Nos. 13 and 14 of Section D of Cellulose City Addition which are more particularly described as one parcel as follows, to-wit:

Beginning for the same at the point of intersection of the division line between Lots Nos. 12 and 13 of said Section D with the southerly side of Sixth Avenue, and running then with said side of said Avenue North 82 degrees East 200 feet to the westerly side of Broadway where a concrete monument now stands, and then running with Broadway South 8 degrees East 200 feet to the northerly side of Seventh Avenue and then running with the northerly side of Seventh Avenue South 82 degrees West 200 feet to the point of intersection of the division line of Lots Nos. 12 and 13 with Seventh Avenue and then with said division line North 8 degrees West 200 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of William R. Carscaden, Trustee, dated the 6th day of March, 1954, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 256, folio 553.



It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-five Hundred & 00/100 --- (\$4,500.00) --- Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without

the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

**Witness**, the hand and seal of the said mortgagor:

Attest:

William T. Harman

Howard C. Hersh (SEAL)  
Howard C. Hersh

Shirley A. Hersh (SEAL)  
Shirley A. Hersh

**State of Maryland,**  
**Allegany County, to-wit:**

**I hereby certify**, That on this 27<sup>th</sup> day of May  
in the year nineteen hundred and ~~four~~ fifty-four, before me, the subscriber,  
a Notary Public of the State of Maryland, in and for said County, personally appeared

Howard C. Hersh and Shirley A. Hersh, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared, George W. Lazge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



**Witness** my hand and Notarial Seal the day and year aforesaid.

George W. Lazge  
Notary Public

Compared and found  
to be correct  
per J. L. Lippert, City Clerk

PURCHASE MONEY

FILED AND RECORDED MAY 28<sup>th</sup> 1954 at 12:30 P.M.

**This Mortgage**, Made this 27<sup>th</sup> day of May in the  
year Nineteen Hundred and ~~Forty~~ Fifty-four by and between  
Robert J. Shipe and Helen M. Shipe, his wife,

of Allegany County, in the State of Maryland  
part ies of the first part, hereinafter called mortgagors, and First Federal Savings and Loan  
Association of Cumberland, a body corporate, incorporated under the laws of the United States of  
America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

**Whereas**, the said mortgagee has this day loaned to the said mortgagors, the sum of  
Forty-five Hundred & 00/100 - - - - - (\$4500.00) - - - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from  
the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Thirty-seven & 98/100 - - - - - (\$37.98) - - - - - Dollars,  
on or before the first day of each and every month from the date hereof, until the whole of said  
principal sum and interest shall be paid, which interest shall be computed by the calendar month,  
and the said installment payment may be applied by the mortgagee in the following order: (1) to  
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges  
of every nature and description, ground rent, fire and tornado insurance premiums and other  
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-  
said principal sum. The due execution of this mortgage having been a condition precedent to the  
granting of said advance.

**Now Therefore**, in consideration of the premises, and of the sum of one dollar in hand  
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,  
together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,  
release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-  
ing described property, to-wit:

Parcel No. 1: All that lot, piece or parcel of ground bordering on  
Brice Hollow Road near Spring Gap, Allegany County, Maryland, being a part of a  
tract of land called "Moskwa Resurveyed in three parts" and "Thanks", which said  
parcel is more particularly described as follows, to-wit:

Beginning for the same at a stone at the end of the first line of the  
deed from Edith M. Root to Viola M. Allen dated April 12, 1939, which is recorded  
in Liber 183, folio 315, one of the Land Records of Allegany County, Maryland,  
and running then with part of the eighth line of the tract called "Thanks", North  
29 1/4 degrees East 1284 feet to a bounded pine tree standing at the end of 96  
perches on the eighth line of said tract, then North 61 1/4 degrees West 222.75  
feet to a stone, then North 29 1/4 degrees East 396 feet to a stake, then South  
61 1/4 degrees East 222.75 feet to a stake on the eighth line of the said tract,  
then North 29 1/4 degrees East 462 feet to the end thereof, then with the ninth  
line of said tract North 70 degrees East 379.5 feet, then South 61 1/2 degrees East  
627 feet, then South 29 1/4 degrees West 2422.5 feet to the end of the second line  
of said Allen deed, and then with said second line reversed North 56 3/4 degrees  
West 858 feet, more or less, to the place of beginning, containing 46 acres of land,  
more or less.

Being the same property which was conveyed unto the parties of the first  
part by deed of Mary Louise Spicer, of even date, which is intended to be recorded  
among the Land Records of Allegany County, Maryland, simultaneously with the re-  
cording of these presents.

Parcel No. 2: All that lot or parcel of ground lying and being in Old-  
town District, Allegany County, Maryland, and more particularly described as follows,  
to-wit:

Beginning at a stake where formerly stood a cornerpost of two fences which  
point is also at the end of the second line of the second tract or parcel of land con-  
veyed by Columbus Nixon and Eliza Ellen Nixon to Lawson C. Nixon and Maude E. Nixon,  
his wife, by deed dated July 24, 1928 and recorded in Liber No. 158, folio 580, one  
of the Land Records of Allegany County, Maryland, and running then by part of the  
third line of said second tract of said deed by an old fence and by course corrected  
to true meridian bearing South 49 1/2 degrees East 237 feet to a corner post of  
three fences; then by a parcel of land once owned by Ervin R. Schaidt and wife,



South 20 degrees West 278 feet to a corner post of two fences on the northerly margin of the Uhl Highway; then by said Highway North 59 degrees West 191.7 feet to a stake; and then by a new division line North 12 1/2 degrees East 334 feet to the beginning; containing one acre, more or less.

Being the same property which was conveyed unto the parties of the first part by deed of Edward E. Nixon and Clara Belle Nixon, his wife, dated the 15th day of September, 1952 and recorded among the Land Records of Allegany County, Maryland in Liber No. 244, folio 324.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant, generally to, and covenant with, the said mortgagee that the above described property is insured as herein stated and that a perfect fee simple title is conveyed herein free of all taxes and encumbrances, except for this mortgage, and do covenant that they will execute such fire insurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-five Hundred & 00/100 - - - (\$4500.00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property; on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the



mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors.

Attest:

William Harman

Robert J. Shipe (SEAL)

Robert J. Shipe

Helen M. Shipe (SEAL)

Helen M. Shipe

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 27<sup>th</sup> day of May  
in the year nineteen hundred and ~~twenty~~ fifty-four, before me, the subscriber,  
a Notary Public of the State of Maryland, in and for said County, personally appeared

Robert J. Shipe and Helen M. Shipe, his wife,

the said mortgagor s herein and ~~they~~ acknowledged the foregoing mortgage to be their act  
and deed; and at the same time before me also personally appeared George W. Legge  
Attorney and agent for the within named mortgagee and made oath in due form of law, that the  
consideration in said mortgage is true and bona fide as therein set forth, and did further make oath  
in due form of law that he had the proper authority to make this affidavit as agent for the said  
mortgagee.



Witness my hand and Notarial Seal the day and year aforesaid.

George W. Legge  
Notary Public

Compared and Mailed *Wm. H. H. H.*

To *Wm. H. H. H.*

LIBER 305 PAGE 14

FILED AND RECORDED MAY 28<sup>th</sup> 1954 at 2:15 P.M.

**This Mortgage,** Made this 28<sup>th</sup> day of May  
in the year Nineteen Hundred and Fifty-four

and between  
PATSY IDONI and ROSE IDONI, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and THE SECOND NATIONAL BANK OF CUMBERLAND,  
a national banking corporation, with its principal  
place of business in Cumberland,

of Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the  
party of the second part in the full and just sum of  
FORTY-SIX HUNDRED (\$4600.00) DOLLARS with interest at the  
rate of FIVE (5%) per cent computed monthly on the unpaid  
balances, said indebtedness to be amortized by the payment  
of at least FIFTY (\$50.00) DOLLARS per month, the first  
monthly payment being due and payable one month from the  
date of these presents and each and every month thereafter  
until the whole principal together with the interest  
accruing thereon is paid in full, said monthly payments  
being applied to the accrued interest and the balance to  
the principal, to secure which said principal and interest,  
these presents are executed. Privileges is reserved to  
prepay at any time, without premium or fee, the entire  
indebtedness or any part thereof in not less than the  
amount of one installment.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand  
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-  
of, together with the interest thereon, the said Parties of the first part, their  
heirs and assigns,

do hereby give, grant, bargain and sell, convey, release and confirm unto the said  
party of the second part, its successors, or

~~hereby~~ and assigns, the following property, to-wit: All that lot, piece or parcel of  
land situated, lying and being on Columbia Street, in the City  
of Cumberland, in Allegany County, and State of Maryland, and  
known as part of Lot Number 19 in Hook's Addition to Cumberland  
and said part described as follows, to-wit:

BEGINNING for the same on the Southerly side of  
Columbia Street, at the end of the first line of the deed  
conveyed by Charles Willard and wife to Mary Meisel dated  
August 18th, 1902, and recorded in Liber No. 93, folio 386,  
one of the Land Records of Allegany County, and running thence  
with the lines thereof as corrected, South twenty-nine (29)  
degrees and forty (40) minutes West one hundred and forty-seven  
and eight-tenths (147 8/10) feet to German Lane (now Bond  
Street) and with it South fifty-two (52) degrees and twenty-  
five (25) minutes East seventeen (17) feet, to the end of the

second line of that part of said Lot Number Nineteen (19) conveyed by William F. Percy et al. to Annie M. Keller by deed dated February 2, 1884, and recorded in Liber Number 61, folio 23, one of the Land Records of Allegany County and running thence, reversing said second line, North forty-four (44) degrees and ten (10) minutes East seventy-three (73) feet to the end of eighty-three feet on said second line, thence North forty-nine (49) degrees West eight (8) feet, then North forty and one-half (40½) degrees East twenty-nine feet to the South-east corner of the rear porch of the house now located on the lot herby intended to be conveyed and running thence with the easterly side of said porch and the easterly wall of the aforesaid brick house and the same extended, North twenty-four (24) degrees East fifty (50) feet, to Columbia Street, and with it North sixty-one (61) degrees and twenty (20) minutes West thirty-one and two-tenths (31 2/10) feet to the place of beginning.

BEING the same property conveyed unto the said parties of the first part by Minnie W. Schartel (widow), by deed dated March 22, 1937 and recorded in Liber No. 177, folio 240, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors, executor, administrator or assigns, the aforesaid sum of

FORTY-SIX HUNDRED (\$46 00/100) DOLLARS,

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part, their heirs and assigns,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part, their heirs and assigns,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors, or

heirs, executors, administrators and assigns, or Peter J. Carpentieri, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said parties of the first part, their heirs and assigns further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least SEVEN HUNDRED (\$700.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors:

Attest: John J. Crupenti as to both Sally Idoni [SEAL]  
Rose Idoni [SEAL]

State of Maryland,  
 Allegany County, to-wit:

I hereby certify, That on this 28th day of May in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Sally Idoni and Rose Idoni, his wife, and they did acknowledge the foregoing mortgage to be their act and deed; and at the same time before me also, personally appeared John H. Mosner, Vice-President and agent for the party of the second part and the duly constituted agent to make this affidavit for the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Chas. H. Mosner  
 Notary Public.



Compared and *seen* *11-11-54*  
 To *Geo. A. Lyggs City City*

FILED AND RECORDED MAY 28<sup>th</sup> 1954 at 12:30 P.M.  
 PURCHASE MONEY

**This Mortgage**, Made this 27<sup>th</sup> day of May in the  
 year Nineteen Hundred and ~~Forty~~ Fifty-four by and between

George R. Wadsworth and Mary E. Wadsworth, his wife,

of Allegany County, in the State of Maryland

part 1st of the first part, hereinafter called mortgagors, and First Federal Savings and Loan  
 Association of Cumberland, a body corporate, incorporated under the laws of the United States of  
 America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor, the sum of  
Seventy-six Hundred Fifty & 00/100 ----- (\$7650.00) ----- Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from  
 the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Forty-eight & 42/100 ----- (\$48.42) ----- Dollars,  
 on or before the first day of each and every month from the date hereof, until the whole of said  
 principal sum and interest shall be paid, which interest shall be computed by the calendar month,  
 and the said installment payment may be applied by the mortgagee in the following order: (1) to  
 the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges  
 of every nature and description, ground rent, fire and tornado insurance premiums and other  
 charges effecting the hereinafter described premises, and (3) towards the payment of the afore-  
 said principal sum. The due execution of this mortgage having been a condition precedent to the  
 granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand  
 paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,  
 together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,  
 release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-  
 ing described property, to-wit:

All that lot or parcel of ground situated on the northerly side of  
 Shawnee Avenue, in the City of Cumberland, Allegany County, Maryland, known and  
 designated as part of Lot No. 5 of Section H, in the Cumberland Improvement  
 Company's Northern Addition to Cumberland, a plat of which said addition is re-  
 corded in Liber No. 85, folio 339 one of the Land Records of Allegany County,  
 Maryland, and particularly described as follows, to-wit:

Beginning for the same on the northerly side of Shawnee Avenue at a  
 point distant North 68 degrees 45 minutes West 205 feet from the intersection of  
 the westerly side of Holland Street with the northerly side of Shawnee Avenue,  
 and running then with the northerly side of Shawnee Avenue, North 68 degrees 45  
 minutes West 30 feet to the beginning of the lot conveyed by Michael Reiselg and  
 wife to Hillary DeHaven and wife by deed dated November 25, 1922, and recorded  
 in Liber No. 142, folio 62 among the Land Records of Allegany County, and running  
 then with the fourth line of said DeHaven lot reversed, North 21 degrees 15 minutes  
 East 140 feet to an alley, and with said alley South 68 degrees 45 minutes East  
 30 feet, then South 21 degrees 15 minutes West 140 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first  
 part by deed of Mary B. Wadsworth, widow, of even date, which is intended to be  
 recorded among the Land Records of Allegany County, Maryland, simultaneously with  
 the recording of these presents.



It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor's covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor or their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises; the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legg, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors or their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors or their representatives, heirs or assigns.

And the said mortgagor, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seventy-six Hundred Fifty & 00/100 -- (\$7650.00) -- -- Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without

the mortgagee's written consent, or should the same be encumbered by the mortgagor's heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor:

Attest:

William H. Harman

George R. Wadsworth (SEAL)  
George R. Wadsworth

Mary E. Wadsworth (SEAL)  
Mary E. Wadsworth

State of Maryland,  
Allegany County, to-wit:

I hereby certify, That on this 27<sup>th</sup> day of May

in the year nineteen hundred and ~~four~~ fifty-four, before me, the subscriber,  
a Notary Public of the State of Maryland, in and for said County, personally appeared

George R. Wadsworth and Mary E. Wadsworth, his wife,

the said mortgagor as herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge  
Notary Public



Compared and *True D. H. H. H.*  
To *Geo. H. Lipp, Adm. City*  
*June 7 1954*

LIBER 305 PAGE 20

FILED AND RECORDED MAY 28<sup>th</sup> 1954 at 12:30 P.M.

**This Mortgage,** Made this 28<sup>th</sup> day of May in the  
year Nineteen Hundred and ~~Forty~~ Fifty-four by and between

James Leslie Brotemarkle and Rebecca Irene Brotemarkle, his wife,

of Allegany County, in the State of Maryland

part ies of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of  
Twenty-three Hundred & 00/100 - - - - - (\$2300.00) - - - - - Dollars,  
which said sum the mortgagors agree to repay in installments with interest thereon from  
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Twenty-four & 05/100 - - - - - (\$24.05) - - - - - Dollars,  
on or before the first day of each and every month from the date hereof, until the whole of said  
principal sum and interest shall be paid, which interest shall be computed by the calendar month,  
and the said installment payment may be applied by the mortgagee in the following order: (1) to  
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges  
of every nature and description, ground rent, fire and tornado insurance premiums and other  
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-  
said principal sum. The due execution of this mortgage having been a condition precedent to the  
granting of said advance.

**Now Therefore,** in consideration of the premises, and of the sum of one dollar in hand  
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,  
together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,  
release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-  
ing described property, to-wit:

All that lot or parcel of ground known as Lot No. 63 in the Holzshu  
Realty Company's Addition to Cumberland, and described as follows, to-wit:

BEGINNING at a point on the west side of City View Terrace at the  
intersection of the West side of City View Terrace with the Southerly side of a  
six foot alley or pathway, and running then with the West side of City View  
Terrace, South 7 degrees 45-minutes West 30 feet to Lot No. 62; then at right  
angles to City View Terrace, North 82 degrees 15 minutes West 61-88/100 feet  
to a 12 foot alley; then with said alley, North 1 degree West 30-33/100 feet to  
a 6 foot alley or pathway; then with the Southerly side of said pathway, South  
82 degrees 15 minutes East 66 1/2 feet to the beginning.

Being the same property which was conveyed unto the parties of the first  
part by deed of Paul E. Filler and Dorothy L. Filler, his wife, dated the 25th  
day of March, 1950, which is recorded among the Land Records of Allegany County,  
Maryland in Liber No. 228, folio 446.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George A. Legge its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

And the said mortgagors further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-three Hundred & 00/100 - - - (\$2300.00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the mortgagors by voluntary or involuntary grant or assignment, or in any other manner, without

the mortgagee's written consent, or should the same be encumbered by the mortgagor's their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors.

Attest:

William H. Herman

James Leslie Brotamarkle (SEAL)  
James Leslie Brotamarkle

Rebecca Irene Brotamarkle (SEAL)  
Rebecca Irene Brotamarkle

State of Maryland.

Allegany County, to-wit:

I hereby certify. That on this 21<sup>st</sup> day of May

in the year nineteen hundred and forty Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

James Leslie Brotamarkle and Rebecca Irene Brotamarkle, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Leach Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness my hand and Notarial Seal the day and year aforesaid.

George W. Leach  
Notary Public

FILED AND RECORDED MAY 28<sup>th</sup> 1954 at 3:15 P.M.

**This Mortgage,** Made this 28<sup>th</sup> day of May,  
in the year Nineteen Hundred and Fifty-four, by and between

Samuel M. Cousins and Mildred S. Cousins, his wife,

of Allegany County, in the State of Maryland,

parties of the first part, and Joseph W. H. Pollock and Clara L. Pollock,  
his wife,

of Allegany County, in the State of Maryland,

parties of the second part, WITNESSETH:

Whereas, the parties of the first part are jointly and severally indebted unto the parties of the second part in the just sum of Two Thousand (\$2,000) Dollars, as is evidenced by their joint and several promissory note of even date made payable to the order of the parties of the second part in the sum of \$2,000, which debt and note shall be payable in regular monthly instalments, beginning one month from date, in the sum of at least Thirty (\$30) Dollars each and every month on account of the principal debt with the privilege of paying any greater amount at any time, and interest shall be paid at the rate of six per cent per annum which interest shall be paid quarterly and calculated on quarterly balances.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Samuel M. Cousins and Mildred S. Cousins, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

Joseph W. H. Pollock and Clara L. Pollock, his wife,  
heirs and assigns, the following property, to-wit:

All those two tracts or parcels of land situate, lying and being in the Second Election District, Allegany County, State of Maryland, containing 120 acres, more or less, (though this is a sale and conveyance in gross and not by the acre); and being more particularly described as follows:

**FIRST PARCEL:** Beginning at the beginning of the second line of said whole tract, South 33 degrees West 144 perches, South 31 degrees West 74 perches, South 45 degrees West 14 perches, North 48-1/2 degrees West 21 perches, South 53 degrees West 33 perches, South 12 degrees West 18 perches, South 8 degrees East 28 perches to a pine marked with 6 notches on the brow of a hill and near an old fence, then with said fence North 70-1/2 degrees East 16 perches, North 35 degrees

East 19 perches, North 61 degrees East 19 perches, South 54 degrees East 26 perches to the 8th. line of a tract of land called "Blooming Plains" and reversing the lines thereof, North 39 degrees East 22 perches, North 27 degrees East 42 perches, South 75 degrees East 32 perches, North 34-1/2 degrees East 47 perches, South 30 degrees East 10 perches, North 40-1/2 degrees East 70 perches, South 60 degrees East 12-1/2 perches to two white oaks marked with 6 notches each, North 40 degrees West to the 10th. line of a tract of land called "Potato Hollow Resurveyed" and with it North 46-1/2 degrees West 12 perches to the beginning of a tract of land called "Turnip Hill" and with the lines thereof, North 67-3/4 degrees West 48 perches, North 38 degrees East 34 perches, and thence by a straight line across the beginning of this description, containing 100 acres.

SECOND PARCEL: Beginning for the outlines of the same at a stake standing at the end of nine perches on the fourth line of the whole tract "Reed's Luck" and running thence with the lines of the same reversing them and correcting them for variation, South 69-1/2 degrees East 9 perches to the beginning of said fourth line, and still reversing the lines of "Reed's Luck" aforesaid, North 42-1/2 degrees East 40 perches to a pine called for with five notches now gone, North 29-1/2 degrees East 80 perches, North 69-1/2 degrees West 40 perches, then leaving the lines of the whole tract "Reed's Luck", South 24 degrees West 117 perches to the beginning, containing twenty acres.

This being the same property which was conveyed by William L. Avey, widower, unto the said Samuel M. Cousins and Mildred S. Cousins, his wife, by deed of even date and recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage, this being a purchase money mortgage.

The above described property is improved by a frame dwelling house of three rooms with composition roof and insulbric siding and by a large chicken house

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Samuel M. Cousins and Mildred S. Cousins,  
his wife, their heirs, executors, administrators or assigns, do and shall pay to the said  
Joseph W. H. Pollock and Clara L. Pollock, his wife, their  
executors, administrator or assigns, the aforesaid sum of TWO THOUSAND (\$2,000)  
DOLLARS

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Samuel M. Cousins and Mildred S. Cousins, his wife,

\_\_\_\_\_ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Samuel M. Cousins and Mildred S. Cousins, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said Joseph W. H.  
Pollock and Clara L. Pollock, his wife, their

heirs, executors, administrators and assigns, or Thomas Lohr Richards  
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any



time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Samuel M. Cousins and Mildred S. Cousins, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Samuel M. Cousins and Mildred S. Cousins, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or assigns, the improvements on the hereby mortgaged land to the amount of at least

TWO THOUSAND DOLLARS

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

Roscoe A. Crutcher

Samuel M. Cousins [SEAL]  
Mildred S. Cousins [SEAL]

State of Maryland.

Allegany County, to-wit:

I hereby certify. That on this 28th day of May, in the year Nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Samuel M. Cousins and Mildred S. Cousins, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared

Joseph W. H. Pollock and Clara L. Pollock, his wife, the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



Witness my hand and Notarial Seal the day and year aforesaid.

Roscoe A. Crutcher  
Notary Public.

Compared and Mail-Recorded

To Mortgage No. 2 Jackson St  
Lonsaconing, Md.  
June 7 1954

LIBER 305 PAGE 26

FILED AND RECORDED MAY 29<sup>th</sup> 1954 at 11:15 A.M.

PURCHASE MONEY

**This Mortgage,** Made this 29<sup>th</sup> day of May  
in the year Nineteen Hundred and Fifty-four \_\_\_\_\_, by and between

JOHN T. TOPPER and VIRGINIA M. TOPPER, his wife

of Allegany County, in the State of Maryland  
parties of the first part, and

ALVIN H. TERNENT

of Allegany County, in the State of Maryland  
party of the second part, WITNESSETH:

Whereas, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Five Thousand (\$5,000.00) Dollars, payable five years after date with interest from date at the rate of 4% per annum, payable semi-annually at the office of the party of the second part at No. 2 Jackson Street, Lonsaconing, Maryland. Privilege is reserved to the party of the first part to pay at anytime not less than Five Hundred (\$500.00) Dollars upon the principal indebtedness of this said mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

JOHN T. TOPPER and VIRGINIA M. TOPPER, his wife

do hereby give, grant, bargain and sell, convey, release and confirm unto the said

Alvin H. Ternent, his

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the Northwest side of the Bedford Road in the City of Cumberland, Allegany County, State of Maryland, and more particularly described as follows:

BEGINNING for the same at an iron stake standing in the center of a 10 foot driveway, said stake also stands on the Northwest side of the Bedford Road and at 97-7/10 feet on the first line on the whole property of which this is a part, as conveyed by Lena E. Valentine, widow, to George W. McLuckie, et ux, by deed dated the 11th day of April, 1950, and recorded in Liber 228, folio 544, one of the Land Records of Allegany County, and running thence with the said Northwest side of the Bedford Road and with part of the said first line of the whole McLuckie property (Magnetic Bearings as of 1950 and with Horizontal Measurements) North 42 degrees and 45 minutes East 60 feet to a stake, said stake stands South 68 degrees and 20 minutes East 45-3/10 feet from the Southeast corner of the dwelling on the property herein described, thence cutting



into the whole Malnekie property aforementioned and leaving the said Bedford Road North 46 degrees and 45 minutes West 145-75/100 feet to a stake, thence parallel with the said Bedford Road, South 42 degrees and 45 minutes West 60 feet to an iron stake, thence South 46 degrees and 45 minutes East 145-75/100 feet to the beginning.

IT BEING the same property which was conveyed to the parties of the first part by George W. McLuokie and Alice C. McLuokie, his wife, by a deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure part of the purchase price of the above described property and is a PURCHASE MONEY MORTGAGE.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining and including specifically herewith the right of way referred to in the aforementioned deed, specific reference to which said deed is hereby made for a more particular description thereof.

Provided, that if the said parties of the first part

their heirs, executors, administrators or assigns, do and shall pay to the said

ALVIN H. TERNENT, his

executors, administrators or assigns, the aforesaid sum of \$5,000.00 - - - - -

FIVE THOUSAND AND NO/100 DOLLARS- - - - -

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Alvin H. Ternent, his

heirs, executors, administrators and assigns, or Leslie J. Clark his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

AND the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance

Company or companies acceptable to the mortgagee or his heirs or  
 assigns, the improvements on the hereby mortgaged land to the amount of at least  
FIVE THOUSAND AND NO/100 ----- Dollars,  
 and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,  
 to inure to the benefit of the mortgagee his heirs or assigns, to the extent  
 of his or their lien or claim hereunder, and to place such policy or  
 policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance  
 and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

Leslie Clark

John T. Topper [SEAL]  
 John T. Topper  
Virginia M. Topper [SEAL]  
 Virginia M. Topper

State of Maryland,  
 Allegany County, to-wit:

I hereby certify, That on this 29th day of May  
 in the year nineteen Hundred and Fifty-four, before me, the subscriber,  
 a Notary Public of the State of Maryland, in and for said County, personally appeared  
JOHN T. TOPPER and VIRGINIA M. TOPPER, his wife  
 and each acknowledged the foregoing mortgage to be their  
 act and deed; and at the same time before me also personally appeared

ALVIN H. TERNETT

the within named mortgagee, and made oath in due form of law, that the consideration in said  
 mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Leslie Clark  
 Notary Public.

Compared and Mailed  
To *Caroline Lippel Atty*  
*Bank Building City*

FILED AND RECORDED JUNE 1<sup>st</sup> 1954 at 9:20A.M.

**This Mortgage,** Made this 1st day of June  
in the year Nineteen Hundred and Fifty-four, by and between

Earl T. Pryor and Gwen L. Pryor, his wife,

of Allegheny County, in the State of Maryland  
parties of the first part, and Nina D. Lichtenstein, of the City of  
Cumberland,

of Allegheny County, in the State of Maryland  
party of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the said Nina D. Lichtenstein in the full and just sum of three thousand three hundred (\$3,300.00) dollars together with interest thereon at the rate of five per centum (5%) per annum, said interest to be computed semi-annually and payable monthly. The aforesaid principal sum with interest thereon as above provided shall be paid at the rate of thirty-four (\$34.00) dollars per month on the first day of each and every month hereafter until the full principal sum and interest aforesaid shall be paid, from which monthly payments the interest shall be first deducted and the balance thereof shall be applied on the principal sum of this mortgage and to the payment of which said sum or sums of money with interest the said parties of the first part agree when and as the same may be due and payable. The parties of the first part shall have the right to anticipate any and all monthly payments on any monthly payment date.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Earl T. Pryor and Gwen L. Pryor,  
his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

Nina D. Lichtenstein, her

heirs and assigns, the following property, to-wit:

FIRST: Lots D and E, being subdivisions of Lota Nos. 23 and 24 of Burkhardt's Addition to LaVale, a plat of which is recorded in Liber No. 120, folio 726, among the Land Records of Allegheny County, Maryland.

BEGINNING for the same at a point along the easterly side of a 25 foot street running from the National Pike to the Braddock Run in LaVale, Allegheny County, Maryland, distant 75 feet, measured in a southerly direction alongside of said street from its intersection with the southerly side of Arlington Avenue and running thence with the

## CERTIFICATE OF CAMERA OPERATOR

I HEREBY CERTIFY THAT THE DOCUMENTS REPRESENTED BY THE  
MICROPHOTOGRAPHS APPEARING ON THIS ROLL OF FILM DESIGNATED  
AS REEL No. *U-568* WERE PHOTOGRAPHED BY THE UNDERSIGNED  
ON THIS DATE

REEL BEGINS WITH

REEL ENDS WITH

BY

*LEB # 302 (p. 235)  
LEB # 305 (p. 28)  
Guy Westbury*  
(SIGNATURE OF OPERATOR)

DATE

*Sept 23, 1954*

HRC RM 25

(4-1-54)

HALL OF RECORDS COMMISSION